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### CERTIFICATION REGARDING LOBBYING (MON/YEAR)

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

[End of Certification]

A.5 Certification Regarding Debarment, Suspension, and Other Matters of Responsibility.

(This certification is required for all awards.)

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS OF RESPONSIBILITY (MON/YEAR)

Pursuant to Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR parts 180 and 1880:

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered trans-

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actions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[End of Certification]

A.6 Certifications to Implement Restrictions in Appropriations Acts. The text of these certifications is found at <http://www.hq.nasa.gov/office/procurement/grants/index.html>.

### APPENDIX B TO PART 1800—TERMS AND CONDITIONS

- 1800.900 Terms and Conditions.
- 1800.901 Compliance with OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 1800.902 Technical publications and reports.
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### 1800.900 Terms and Conditions

(a) Unless otherwise noted in the prescriptive language grants with Non-Federal entities shall incorporate by reference the terms and conditions set forth in sections 1800.901 through 1800.920 of this appendix. Certain of these terms and conditions are prescribed on a “substantially as” basis. For example, the grant officer shall substitute §1800.902, Technical Publications and Reports, with reporting requirements specified by the program office.

(b) Additional special terms and conditions may be included to the extent they are required and are not inconsistent with the other terms and conditions in this Appendix B. A deviation in accordance with 2 CFR 1800.6 is required before an inconsistent new term and condition can be included in a grants.

(c) Whenever the word “grant” appears in this Appendix, it shall be deemed to include, as appropriate, the term “cooperative agreement.”

(d) Terms and conditions for research grants awarded to foreign organizations, when approved by Headquarters, will be provided in full text. Referenced handbooks, statutes, or other regulations, which the recipient may not have access to, must be made available when requested by the foreign organization.

(e) Grants awarded by NASA to commercial organizations where cost sharing is not required shall incorporate the terms and conditions set forth in this appendix.

(Authority: 14 CFR 1260.20)

### 1800.901 Compliance With OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

(This Term and Condition implements 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards herein referred to as the “OMB Uniform Guidance.” This term and condition shall be included in all grants with Recipients that are other than commercial firms. Alternate I to this

term and condition shall be included in grants with commercial firms.)

### COMPLIANCE WITH OMB GUIDANCE (MON/YEAR)

This grant is subject to the requirements set forth in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards as adopted by NASA in Part 1800 of Title 2 of the Code of Federal Regulations. Specific terms and conditions set forth in this award document are provided to supplement and clarify, not replace, the OMB Uniform Guidance, except in circumstances where a waiver from OMB Uniform Guidance requirements has been obtained by NASA.

(End of Term and Condition)

### COMPLIANCE WITH OMB GUIDANCE

Alternate I

(MON/YEAR)

(a) With the exception of Subpart E and F, this grant is subject to the requirements set forth in OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards at 2 CFR Chapter 1, and Chapter II Part 200 as adopted by NASA in Part 1800 of Title 2 of the Code of Federal Regulations. Specific terms and conditions set forth in this award document are provided to supplement and clarify, not replace, the Guidance, except in circumstances where a waiver from the Guidance requirements has been obtained by NASA.

(b) In lieu of Subparts E and F of 2 CFR part 200, the expenditure of Government funds by the Recipient and the allowability of costs recognized as a resource contribution by the Recipient shall be governed by the FAR cost principles implemented by FAR Parts 30, 31, and 48 CFR part 99. (If the Recipient is a consortium which includes non-commercial firm members, cost allowability for those members will be determined by the OMB Guidance at Subpart E and F of 2 CFR 200.)

(Authority: 14 CFR 1260.21)

(End of Term and Condition)

### 1800.902 Technical Publications and Reports

(This Term and Condition implements paragraph (d) of §200.210 and shall be included on a “substantially as” basis in all grants. The requirements set forth under this Term and Condition may be modified by the grant officer based on specific report needs for the grant.)

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### TECHNICAL PUBLICATIONS AND REPORTS (MON/YEAR)

(a) NASA encourages the widest practicable dissemination of research results at any time during the course of the investigation.

(1) All information disseminated as a result of the grant shall contain a statement which acknowledges NASA's support and identifies the grant by number (*e.g.*, "the material is based upon work supported by NASA under award No(s) GRNASM99G000001, etc.').

(2) Except for articles or papers published in scientific, technical, or professional journals, the exposition of results from NASA supported research should also include the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Aeronautics and Space Administration."

(3) As a courtesy, any release of a NASA photograph or illustration should list NASA first on the credit line followed by the name of the Principal Investigator's Institution. An example follows: "Photograph <or illustration, figure, etc.> courtesy of NASA <or NASA Center managing the mission or program> and the <Principal Investigator's institution>."

(b) Reports shall be in the English language, informal in nature, and ordinarily not exceed three pages (not counting bibliographies, abstracts, and lists of other media). The recipient shall submit the following reports:

(1) A Progress Report for all but the final year of the grant. Each report is due 60 days before the anniversary date of the grant and shall briefly describe what was accomplished during the reporting period. A term or condition specifying more frequent reporting may be required.

(2) A Summary of Research or Educational Activity Report is due within 90 days after the expiration date of the grant, regardless of whether or not support is continued under another grant. This report shall be a comprehensive summary of significant accomplishments during the duration of the grant.

(c) Progress Reports, Summaries of Research, and Educational Activity Reports shall include the following on the first page:

(1) Title of the grant.

(2) Type of report.

(3) Name of the principal investigator.

(4) Period covered by the report.

(5) Name and address of the recipient's institution.

(6) Grant number.

(d) Progress Reports, Summaries of Research, and Educational Activity Reports shall be distributed as follows:

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(1) The original report, in both hard copy and electronic format, to the Technical Officer.

(2) One copy to the NASA Grant Officer, with a notice to the Administrative Grant Officer, (when administration of the grant has been delegated to ONR), that a report was sent.

(Authority: 14 CFR 1260.23)

(End of Term and Condition)

### 1800.903 Extensions

(This Term and Condition shall be included in all grants. This Term and Condition does not have to be included in grants with commercial firms, and if included it may be used on a substantially as basis.)

### EXTENSIONS (MON/YEAR)

(a) It is NASA policy to provide maximum possible continuity in funding grant-supported research and educational activities, therefore, grants may be extended for additional periods of time when necessary to complete work that was part of the original award. NASA generally only approves such extensions within funds already made available. Any extension that would require additional funding must be supported by a proposal submitted at least three months in advance of the expiration date of the grant.

(b) Recipients may extend the expiration date of a grant if additional time beyond the established expiration date is required to assure adequate completion of the original scope of work within the funds already made available. For this purpose, the recipient may make a one-time no-cost extension, not to exceed 12 months, prior to the established expiration date. Written notification of such an extension, with the supporting reasons, must be received by the NASA Grant Officer at least ten days prior to the expiration of the award. A copy of the extension must also be forwarded to cognizant Office of Naval Research (ONR) office. NASA reserves the right to disapprove the extension if the requirements set forth at §200.308(d)(2) are not met.

(c) Requests for approval for all other no-cost extensions must be submitted in writing to the NASA Grant Officer. Copies are to be forwarded to the cognizant ONR office.

(Authority: 14 CFR 1260.23)

(End of Term and Condition)

### 1800.904 Termination and Enforcement

(This Term and Condition implements §200.338 through §200.342 and shall be included in all grants.)

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### TERMINATION AND ENFORCEMENT (MON/YEAR)

Termination and enforcement conditions of this award are specified in §§200.338 through 200.342.

(Authority: 14 CFR 1260.24)

(End of Term and Condition)

#### 1800.905 Change in Principal Investigator or Scope

(This Term and Condition shall be used in all grants. The section regarding changes in scope may be used if the Recipient is a commercial firm.)

### CHANGE IN PRINCIPAL INVESTIGATOR OR SCOPE (MON/YEAR)

(a) The Recipient shall obtain the approval of the NASA Grant Officer for a change of the Principal Investigator, or for a significant absence of the Principal Investigator from the project, defined as a three month absence from the program or a 25 percent reduction in time devoted to the project. Significantly reduced availability of the services of the Principal Investigator(s) named in the grant instrument could be grounds for termination, unless alternative arrangements are made and approved in writing by the Grant Officer.

(b) Prior written approval is required from NASA if there is to be a significant change in the objective or scope.

(Authority: 14 CFR 1260.25)

(End of Term and Condition)

#### 1800.906 Financial Management

(This Term and Condition implements §200.302 and shall be included in all grants except when the recipient is a commercial firm.)

### FINANCIAL MANAGEMENT (MON/YEAR)

(a) Advance payments will be made by the Financial Management Office of the NASA Center assigned financial cognizance of the grant, using the Department of Health and Human Services' Payment Management System (DHHS/PMS), in accordance with procedures provided to the Recipient. The Recipient shall submit a Federal Cash Transactions Report (SF 425), and, when applicable, a Continuation Sheet (SF 425) electronically to DHHS/PMS within 30 working days following the end of each Federal Fiscal quarter (*i.e.*, December 31, March 31, June 30, and September 30).

(b) In addition, the Recipient shall submit a final SF 425 in electronic or paper form to NASA within 90 calendar days after the expiration date of the grant. The final SF 425 shall pertain only to the completed grant and shall include total disbursements from

inception through completion. The report shall be marked "Final." The final SF 425 shall be submitted to NASA per Exhibit G, Required Publications and Reports.

(c) By signing any report delivered under the grant, the authorizing official for the Recipient certifies to the best of his or her knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. The authorizing official by signing the report also certifies he or she is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code, Title 18, Section 1001 and Title 31 Section 3729-3733 and 3801-3812.)

(d) Unless otherwise directed by the Grant Officer, any unexpended balance of funds which remains at the end of any funding period, except the final funding period of the grant, shall be carried over to the next funding period, and may be used to defray costs of any funding period of the grant. This includes allowing the carryover of funds to the second and subsequent years of a multiple year grant. This Term and Condition also applies to subcontractors performing substantive work under the grant. For grant renewals, the estimated amount of unexpended funds shall be identified in the grant budget section of the Recipient's renewal proposal. NASA reserves the right to remove unexpended balances from grants when insufficient efforts have been made by the grantee to liquidate funding balances in a timely fashion.

(Authority: 14 CFR 1260.26, 2 CFR 200.415)

(End of Term and Condition)

#### 1800.907 Equipment and Other Property

(This Term and Condition shall be included in all grants except when recipient is a commercial firm.)

### EQUIPMENT AND OTHER PROPERTY (MON/YEAR)

(a) NASA permits acquisition of special purpose and general purpose equipment specifically required for use exclusively for research activities.

(1) Acquisition of special purpose or general purpose equipment costing in excess of \$5,000 (unless a lower threshold has been established by the Recipient) and not included in the approved proposal budget, requires the prior approval of the NASA Grant Officer. Grant awards under the Federal Demonstration Partnership are exempt from this requirement. Requests to the NASA Grant Officer for the acquisition of equipment shall

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be supported by written documentation setting forth the description, purpose, and acquisition value of the equipment, and including a written certification that the equipment will be used exclusively for research, activities. (A change in the model number of a prior approved piece of equipment does not require resubmission for that item.)

(2) Special purpose and general purpose equipment costing in excess of \$5,000 (unless a lower threshold has been established by the Recipient) acquired by the recipient under a grant for the purpose of research shall be titled to the Recipient as "exempt" without further obligation to NASA, including reporting of the equipment, in accordance with §200.312(c). Special purpose or general purpose equipment costing in excess of \$5,000 (unless a lower threshold has been established by the Recipient) acquired by the Recipient under a grant for non-research work shall be titled to the Recipient in accordance with §200.313.

(3) Special purpose or general purpose equipment acquired by the Recipient with grant funds, valued under \$5,000 (unless a lower threshold is established by the Recipient) are classified as "supplies," do not require the prior approval of the NASA Grant Officer, shall vest in the Recipient and will be titled to the Recipient in accordance with §200.314.

(4) Grant funds may be expended for the acquisition of land or interests therein or for the acquisition and construction of facilities only under a facilities grant.

(b) The Recipient shall submit an annual Inventory Report, to be received no later than October 15 of each year, which lists all reportable (non-exempt equipment and/or Federally owned property) in its custody as of September 30. Negative responses for annual Inventory Reports (when there is no reportable equipment) are not required. A Final Inventory Report of Federally Owned Property, including equipment where title was taken by the Government, will be submitted by the Recipient no later than 60 days after the expiration date of the grant. Negative responses for Final Inventory Reports are required.

(1) All reports will include the information listed in paragraph (d)(1) of §200.313, Equipment. No specific report form or format is required, provided that all necessary information is provided.

(2) The original of each report shall be submitted to the Deputy Chief Financial Officer (Finance). Copies shall be furnished to the Center Industrial Property Officer and to ONR.

(Authority: 14 CFR 1260.27)

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(End of Term and Condition)

### 1800.908 Patent Rights

(This Term and Condition shall be included in all grants except grants with large businesses.)

#### PATENT RIGHTS (MON/YEAR)

As stated at §200.315, this award is subject to the provisions of 37 CFR 401.3(a) which requires use of the standard clause set out at 37 CFR 401.14 "Patent Rights (Small Business Firms and Nonprofit Organizations)" and the following:

(a) Where the term "contract" or "Contractor" is used in the "Patent Rights" clause, the term shall be replaced by the term "grant" or "Recipient," respectively.

(b) In each instance where the term "Federal Agency," "agency," or "funding Federal agency" is used in the "Patent Rights" clause, the term shall be replaced by the term "NASA."

(c) The following item is added to the end of paragraph (f) of the "Patent Rights" clause: "(5) The Recipient shall include a list of any Subject Inventions required to be disclosed during the preceding year in the performance report, technical report, or renewal proposal. A complete list (or a negative statement) for the entire award period shall be included in the summary of research."

(d) The term "subcontract" in paragraph (g) of the "Patent Rights" clause shall include purchase orders.

(e) The NASA implementing regulation for paragraph (g)(2) of the "Patent Rights" clause is at 48 CFR 1827.304-3.

(f) The following requirement constitutes paragraph (1) of the "Patent Rights" clause:

"(1) Communications. A copy of all submissions or requests required by this clause, plus a copy of any reports, manuscripts, publications or similar material bearing on patent matters, shall be sent to the Center Patent Counsel and the NASA Grant Officer in addition to any other submission requirements in the grant terms and conditions. If any reports contain information describing a "subject invention" for which the recipient has elected or may elect to retain title, NASA will use reasonable efforts to delay public release by NASA or publication by NASA in a NASA technical series until an application filing date has been established, provided that the Recipient identify the information and the "subject invention" to which it relates at the time of submittal. If required by the NASA Grant Officer, the Recipient shall provide the filing date, serial number and title, a copy of the patent application, and a patent number and issue date for any "subject invention" in any country in which the Recipient has applied for patents."

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(g) NASA Inventions. NASA will use reasonable efforts to report inventions made by NASA employees as a consequence of, or which bear a direct relation to, the performance of specified NASA activities under this agreement and, upon timely request, will use reasonable efforts to grant the Recipient an exclusive, or partially exclusive, revocable, royalty-bearing license, subject to the retention of a royalty-free right of the Government to practice or have practiced the invention by or on behalf of the Government.

(h) In the event NASA contractors are tasked to perform work in support of specified activities under a cooperative agreement and inventions are made by Contractor employees, the Contractor will normally retain title to its employee inventions in accordance with 35 U.S.C. 202, 14 CFR part 1245, and Executive Order 12591. In the event the Contractor decides not to pursue rights to title in any such invention and NASA obtains title to such inventions, NASA will use reasonable efforts to report such inventions and, upon timely request, will use reasonable efforts to grant the Recipient an exclusive, or partially exclusive, revocable, royalty-bearing license, subject to the retention of a royalty-free right of the Government to practice or have practiced the invention by or on behalf of the Government.

(Authority: 14 CFR 1260.28)

### (End of Term and Condition)

#### 1800.909 Rights in Data

(The grant officer may revise the language under this Term and Condition to modify each party's rights based on the particular circumstances of the program and/or the recipient's need to protect specific proprietary information. Any modification to the standard language set forth under the Term and Condition requires the concurrence of the Center's Patent Counsel and that the Term and Condition be printed in full text.)

#### RIGHTS IN DATA (MON/YEAR)

(a) Fully funded efforts.

(1) "Data" means recorded information, regardless of form, the media on which it may be recorded, or the method of recording, created under the grant. The term includes, but is not limited to, data of a scientific or technical nature, and any copyrightable work, including computer software and documentation thereof, in which the recipient asserts copyright, or for which copyright ownership was purchased, under the grant.

(2) The Recipient grants to the Federal Government, a royalty-free, nonexclusive and irrevocable license to use, reproduce, distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and display publicly, data in whole or in part and in any manner

for Federal purposes and to have or permit others to do so for Federal purposes only.

(3) In order that the Federal Government may exercise its license rights in data, the Federal Government, upon request to the Recipient, shall have the right to review and/or obtain delivery of data resulting from the performance of work under this grant, and authorize others to receive data to use for Federal purposes.

(b) Cost Sharing and/or Matching Efforts. When the Recipient cost shares with the Government on the effort, the following paragraph applies:

"(1) In the event data first produced by Recipient in carrying out Recipient's responsibilities under an agreement is furnished to NASA, and Recipient considers such data to embody trade secrets or to comprise commercial or financial information which is privileged or confidential, and such data is so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by the Government and its Contractors (under suitable protective conditions) only for experimental, evaluation, research and development purposes, by or on behalf of the Government for an agreed to period of time, and thereafter for Federal purposes as defined in § 1800.909(a)(2)."

(c) For Cooperative Agreements the following paragraph applies:

"(1) As to data first produced by NASA in carrying out NASA's responsibilities under a cooperative agreement and which data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it has been obtained from the Recipient, such data will be marked with an appropriate legend and maintained in confidence for 5 years (unless a shorter period has been agreed to between the Government and Recipient) after development of the information, with the express understanding that during the aforesaid period such data may be disclosed and used (under suitable protective conditions) by or on behalf of the Government for Government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use. Recipient agrees not to disclose such data to any third party without NASA's written approval until the aforementioned restricted period expires."

(Authority: 14 CFR 1260.30)

### (End of Term and Condition)

#### 1800.910 National Security

(This Term and Condition implements Executive Order 12829 and shall be included in all grants.)

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### NATIONAL SECURITY (MON/YEAR)

NASA grants do not involve classified information. However, if it is known in advance that a grant involves classified information or if the work on the grant is likely to develop classified information, individuals performing on the grant who will have access to the information must obtain the appropriate security clearance in advance of performing on the grant, in accordance with NASA Procedural Requirements (NPR) 1600.1, NASA Classified National Security Information (CNSI) w/Change 2. When access to classified information is not originally anticipated in the performance of a grant, but such information is subsequently sought or potentially developed by the grant Recipient, the NASA Grant Officer who issued the grant shall be notified immediately, and prior to work under the grant proceeding, to implement the appropriate clearance requirements.

(Authority: 14 CFR 1260.31)

#### (End of Term and Condition)

### 1800.911 Nondiscrimination

(This Term and Condition implements Executive Order 11246 and shall be included in all grants or awards with foreign recipients.)

### NONDISCRIMINATION (MON/YEAR)

(a) To the extent provided by law and any applicable agency regulations, this award and any program assisted thereby are subject to the provisions of Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education amendments of 1972 (Pub. L. 92-318, 20 U.S.C. 1681 *et seq.*), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (Pub. L. 94-135), the implementing regulations issued pursuant thereto by NASA, and the assurance of compliance which the recipient has filed with NASA.

(b) The Recipient shall obtain from each organization that applies or serves as a sub-recipient, Contractor or subcontractor under this award (for other than the Term and Condition of commercially available supplies, materials, equipment, or general support services) an assurance of compliance as required by NASA regulations.

(c) Work on NASA grants is subject to the provisions of Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d-1), Title IX of the Education Amendments of 1972 (20 U.S.C. 1680 *et seq.*), section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*), and the NASA implementing regulations (14 CFR parts 1250, 1251, 1252, and 1253).

(Authority: 14 CFR 1260.32)

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### (End of Term and Condition)

### 1800.912 Clean Air and Water

(This Term and Condition implements the Clean Air Act at 42 U.S.C. 7401 *et seq.* It is applicable only if the award exceeds \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)), and is listed by EPA, or if the award is not otherwise exempt.)

### CLEAN AIR AND WATER (MON/YEAR)

The Recipient agrees to the following:

(a) Comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401 *et seq.*) and of the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*).

(b) Ensure that no portion of the work under this award will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date that this award was effective unless and until the EPA eliminates the name of such facility or facilities from such listings.

(c) Use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.

(d) Insert the substance of the terms and conditions of this clause into any nonexempt subaward or contract under the award.

(e) Report violations to NASA and to EPA.

(Authority: 14 CFR 1260.34)

#### (End of Term and Condition)

### 1800.913 Investigative Requirements

(This Term and Condition implements Executive Order 12829 and shall be included in all grants. The Term and Condition must be augmented to conform to the requirements of OMB Guidance M-05-24 "Implementation of Homeland Security Presidential Directive (HSPD) 12—Policy for a Common Identification Standard for Federal Employees and Contractors" when a Recipient will require routine access to a Federal-controlled facility and/or information system.)

### INVESTIGATIVE REQUIREMENTS (MON/YEAR)

(a) NASA reserves the right to perform security checks and to deny or restrict access to a NASA Center, facility, or computer system, or to NASA technical information, as NASA deems appropriate. To the extent the Recipient needs such access for performance of the work; the Recipient shall ensure that individuals needing such access provide the personal background and biographical information requested by NASA. Individuals failing to provide the requested information may be denied such access.

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(b) All requests to visit a NASA Center or facility must be submitted in a timely manner in accordance with instructions provided by that Center or facility.

(Authority: 14 CFR 1260.35)

(End of Term and Condition)

### 1800.914 Travel and Transportation

(This Term and Condition implements The Fly American Act, 49 U.S.C. 1517 and the Department of Transportation regulations on Hazardous materials. This Term and Condition shall be included in all grants.)

#### TRAVEL AND TRANSPORTATION (MON/YEAR)

(a) The Fly American Act, 49 U.S.C. 1517, requires the Recipient to use U.S. flag air carriers for international air transportation of personnel and property to the extent that service by those carriers is available.

(b) Department of Transportation regulations, 49 CFR part 173, govern Recipient shipment of hazardous materials and other items.

(Authority: 14 CFR 1260.36)

(End of Term and Condition)

### 1800.915 Safety

(This Term and Condition implements NPR 8715.3C or its successor requirements document and shall be in all grants.)

#### SAFETY (MON/YEAR)

(a) The Recipient shall act responsibly in matters of safety and shall take all reasonable safety measures in performing under this grant. The Recipient shall comply with all applicable federal, state, and local laws relating to safety. The Recipient shall maintain a record of, and will notify the NASA Grant Officer immediately (within one workday) of any accident involving death, disabling injury or substantial loss of property in performing this grant. The Recipient will immediately (within one workday) advise NASA of hazards that come to its attention as a result of the work performed.

(b) Where the work under this grant involves flight hardware, the hazardous aspects, if any, of such hardware will be identified, in writing, by the Recipient. Compliance with this Term and Condition by subcontractors shall be the responsibility of the Recipient.

(Authority: 14 CFR 1260.37)

(End of Term and Condition)

### 1800.916 Buy American Encouragement

(This Term and Condition implements section 319 of Public Law 106-391, the NASA Authorization Act, and shall be included in all

grants except awards with foreign recipients.)

#### BUY AMERICAN ENCOURAGEMENT (MON/YEAR)

As stated in Section 319 of Public Law 106-391, the NASA Authorization Act of 2000, Recipients are encouraged to purchase only American-made equipment and products.

(Authority: 14 CFR 1260.39)

(End of Term and Condition)

### 1800.917 Investigation of Research Misconduct

(This implements §200.336 and shall be included in all grants.)

#### INVESTIGATION OF RESEARCH MISCONDUCT (MON/YEAR)

Recipients of this grant are subject to the requirements of 14 CFR part 1275, "Investigation of Research Misconduct."

(Authority: 14 CFR 1260.40)

(End of Term and Condition)

### 1800.918 Allocation of Risk/Liability

(This term and condition shall be included in all grants.)

#### ALLOCATION OF RISK/LIABILITY (MON/YEAR)

(a) With respect to activities undertaken under this agreement, the Recipient agrees not to make any claim against NASA or the U.S. Government with respect to the injury or death of its employees or its contractors and subcontractor employees, or to the loss of its property or that of its Contractors and subcontractors, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

(b) In addition, the Recipient agrees to indemnify and hold the U.S. Government and its Contractors and subcontractors harmless from any third party claim, judgment, or cost arising from the injury to or death of any person, or for damage to or loss of any property, arising as a result of its possession or use of any U.S. Government property.

(Authority: 14 CFR 1260.61)

(End of Term and Condition)

### 1800.919 Cooperative Agreement Special Condition

(This special term and condition shall apply when NASA awards a cooperative agreement.)

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### COOPERATIVE AGREEMENT SPECIAL CONDITION (MON/YEAR)

(a) This award is a cooperative agreement as it is anticipated there will be substantial NASA involvement during performance of the effort. NASA and the Recipient mutually agree to the following statement of anticipated cooperative interactions which may occur during the performance of this effort:

(Reference the approved proposal that contains a detailed description of the work and insert a concise statement of the exact nature of the cooperative interactions NASA will provide.)

(b) The terms “grant” and “Recipient” mean “cooperative agreement” and “Recipient of cooperative agreement,” respectively, wherever the language appears in terms and conditions included in this agreement.

(c) NASA’s ability to participate and perform its collaborative effort under this cooperative agreement is subject to the availability of appropriated funds and nothing in this cooperative agreement commits the United States Congress to appropriate funds therefor.

(Authority: 14 CFR 1260.51)

(End of Term and Condition)

#### 1800.920 Multiple Year Grant

(This term and condition shall be included when a multiple year grant is awarded. This term and conditions may be used on a “substantially as” basis.)

#### MULTIPLE YEAR GRANT OR (MON/YEAR)

This is a multiple-year grant Contingent on the availability of funds, scientific progress of the project, and continued relevance to NASA programs, NASA anticipates continuing support at approximately the following levels:

Second year \$\_\_\_\_, Anticipated funding date \_\_\_\_.

Third year \$\_\_\_\_, Anticipated funding date \_\_\_\_.

(Periods may be added or omitted, as applicable)

(Authority: 14 CFR 1260.52)

(End of Term and Condition)

#### 1800.921 Incremental Funding

(This term and condition shall be included when incremental funding is used. This may be used on a substantially as basis.)

#### INCREMENTAL FUNDING (MON/YEAR)

(a) Only \$\_\_\_\_ of the amount indicated on the face of this award is available for payment and allotted to this award. NASA contemplates making additional allotments of funds during performance of this effort. It is anticipated that these funds will be obli-

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gated as appropriated funds become available without any action required by the Recipient. The Recipient will be given written notification by the NASA Grant Officer.

(b) The recipient agrees to perform work up to the point at which the total amount paid or payable by the Government approximates but does not exceed the total amount actually allotted to this grant. NASA is not obligated to reimburse the Recipient for the expenditure of amounts in excess of the total funds allotted by NASA to this grant. The Recipient is not authorized to continue performance beyond the amount allotted to this award.

(Authority: 14 CFR 1260.53)

(End of Term and Condition)

#### 1800.922 Cost Sharing

(This term and condition shall be included when a grant involves cost sharing. This may be used on a substantially as basis.)

#### COST SHARING (MON/YEAR)

(a) NASA and the Recipient will share in providing the resources necessary to perform the agreement. NASA funding and non-cash contributions (personnel, equipment, facilities, etc.) and the dollar value of the Recipient’s cash and/or non-cash contribution will be on a \_\_\_\_ percent Recipient basis.

(b) The funding and non-cash contributions by both parties are represented by the following dollar amounts:

Government Share

Recipient Share

Total Amount

(c) Criteria and procedures for the allowability and allocability of cash and non-cash contributions shall be governed by §200.306, Cost Sharing or Matching. The applicable Federal cost principles are cited in Subpart E.

(d) The Recipient’s share shall not be charged to the Government under this agreement or under any other contract or grant.

(Authority: 14 CFR 1260.54)

(End of Term and Condition)

#### 1800.923 New Technology

(This Term and Condition shall be inserted in all grants with commercial firms other than those with small businesses, in place of the term and condition at §1800.908, Patent Rights.)

#### NEW TECHNOLOGY (MON/YEAR)

(a) Definitions.

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Administrator, as used in this term and condition, means the Administrator of the National Aeronautics and Space Administration (NASA) or duly authorized representative.

Grant, as used in this term and condition, means any actual or proposed grant, cooperative agreement, understanding, or other arrangement, and includes any assignment, substitution of parties, or subcontract executed or entered into thereunder.

Made, as used in this term and condition, means conception or first actual reduction to practice; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of grant performance.

Nonprofit organization, as used in this term and condition, means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any domestic nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application, as used in this term and condition, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Reportable item, as used in this term and condition, means any invention, discovery, improvement, or innovation of the grantee, whether or not patentable or otherwise protectable under Title 35 of the United States Code, made in the performance of any work under any NASA grant or in the performance of any work that is reimbursable under any Term and Condition in any NASA grant providing for reimbursement of costs incurred before the effective date of the grant. Reportable items include, but are not limited to, new processes, machines, manufactures, and compositions of matter, and improvements to, or new applications of, existing processes, machines, manufactures, and compositions of matter. Reportable items also include new computer programs, and improvements to, or new applications of, existing computer programs, whether or not copyrightable or otherwise protectable under Title 17 of the United States Code.

Small business firm, as used in this term and condition, means a domestic small business concern as defined at 15 U.S.C. 632 and implementing regulations (see 13 CFR 121.401

*et seq.*) of the Administrator of the Small Business Administration.

Subject invention, as used in this term and condition, means any reportable item which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(b) Allocation of principal rights.

(1) Presumption of title.

(i) Any reportable item that the Administrator considers to be a subject invention shall be presumed to have been made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the National Aeronautics and Space Act of 1958 (51 U.S.C. 20135) (hereinafter called "the Act"), and that presumption shall be conclusive unless at the time of reporting the reportable item the Recipient submits to the Grant Officer a written statement, containing supporting details, demonstrating that the reportable item was not made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the Act.

(ii) Regardless of whether title to a given subject invention would otherwise be subject to an advance waiver or is the subject of a petition for waiver, the Recipient may nevertheless file the statement described in paragraph (b)(1)(i) of this term and condition. The Administrator will review the information furnished by the Recipient in any such statement and any other available information relating to the circumstances surrounding the making of the subject invention and will notify the Recipient whether the Administrator has determined that the subject invention was made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the Act.

(2) Property rights in subject inventions. Each subject invention for which the presumption of paragraph (b)(1)(i) of this term and condition is conclusive or for which there has been a determination that it was made in the manner specified in paragraph (A) or (B) of section 20135(b)(1) of the Act shall be the exclusive property of the United States as represented by NASA unless the Administrator waives all or any part of the rights of the United States, as provided in paragraph (b)(3) of this term and condition.

(3) Waiver of rights.

(i) Section 20135(g) of the Act provides for the promulgation of regulations by which the Administrator may waive the rights of the United States with respect to any invention or class of inventions made or that may be made under conditions specified in paragraph (A) or (B) of section 20135(b)(1) of the Act. The promulgated NASA Patent Waiver Regulations, 14 CFR part 1245, subpart 1, have adopted the Presidential Memorandum on Government Patent Policy of February

18, 1983, as a guide in acting on petitions (requests) for such waiver of rights.

(ii) As provided in 14 CFR part 1245, subpart 1, Recipients may petition, either prior to execution of the grant or within 30 days after execution of the grant, for advance waiver of rights to any or all of the inventions that may be made under a grant. If such a petition is not submitted, or if after submission it is denied, the Recipient (or an employee inventor of the Recipient) may petition for waiver of rights to an identified subject invention within eight months of first disclosure of the invention in accordance with paragraph (e)(2) of this term and condition, or within such longer period as may be authorized in accordance with 14 CFR 1245.105.

(c) Minimum rights reserved by the Government.

(1) With respect to each subject invention for which a waiver of rights is applicable in accordance with 14 CFR part 1245, subpart 1, the Government reserves—

(i) An irrevocable, nonexclusive, non-transferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign government in accordance with any treaty or agreement with the United States; and

(ii) Such other rights as stated in 14 CFR 1245.107.

(2) Nothing contained in this paragraph (c) shall be considered to grant to the Government any rights with respect to any invention other than a subject invention.

(d) Minimum rights to the Recipient.

(1) The Recipient is hereby granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title, unless the Recipient fails to disclose the subject invention within the times specified in paragraph (e)(2) of this term and condition. The Recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the grant was awarded. The license is transferable only with the approval of the Administrator except when transferred to the successor of that part of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the Administrator to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with 37 CFR part 404, Licensing of Government Owned Inventions. This license will not be revoked in that field of use or the geo-

graphical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Administrator to the extent the Recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the Recipient will be provided a written notice of the Administrator's intention to revoke or modify the license, and the Recipient will be allowed 30 days (or such other time as may be authorized by the Administrator for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal to the Administrator any decision concerning the revocation or modification of its license.

(e) Invention identification, disclosures, and reports.

(1) The Recipient shall establish and maintain active and effective procedures to assure that reportable items are promptly identified and disclosed to Recipient personnel responsible for the administration of this New Technology term and condition within six months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this grant. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of the reportable items, and records that show that the procedures for identifying and disclosing reportable items are followed. Upon request, the Recipient shall furnish the Grant Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(2) The Recipient will disclose each reportable item to the Grant Officer within two months after the inventor discloses it in writing to Recipient personnel responsible for the administration of this New Technology term and condition or, if earlier, within six months after the Recipient becomes aware that a reportable item has been made, but in any event for subject inventions before any on sale, public use, or publication of such invention known to the Recipient. The disclosure to the agency shall be in the form of a written report and shall identify the grant under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also

identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Recipient will promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Recipient for such invention.

(3) The Recipient shall furnish the Grant Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Grant Officer) from the date of the grant, listing reportable items during that period, and certifying that all reportable items have been disclosed (or that there are no such inventions) and that the procedures required by paragraph (e)(1) of this term and condition have been followed.

(ii) A final report, within 3 months after completion of the grant work, listing all reportable items or certifying that there were no such reportable items, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(4) The Recipient agrees, upon written request of the Grant Officer, to furnish additional technical and other information available to the Recipient as is necessary for the preparation of a patent application on a subject invention and for the prosecution of the patent application, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions.

(5) The Recipient agrees, subject to FAR 27.302(j), that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this term and condition.

(f) Examination of records relating to inventions.

(1) The Grant Officer or any authorized representative shall, until 3 years after final payment under this grant, have the right to examine any books (including laboratory notebooks), records, and documents of the Recipient relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this grant to determine whether—

(i) Any such inventions are subject inventions;

(ii) The Recipient has established and maintained the procedures required by paragraph (e)(1) of this term and condition; and

(iii) The Recipient and its inventors have complied with the procedures.

(2) If the Grant Officer learns of an unreported Recipient grantee invention that the Grant Officer believes may be a subject in-

vention, the Recipient may be required to disclose the invention to the agency for a determination of ownership rights.

(3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment (this paragraph does not apply to subcontracts).

(1) Any time before final payment under this grant, the Grant Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this grant, whichever is less, shall have been set aside if, in the Grant Officer's opinion, the Recipient fails to—

(i) Establish, maintain, and follow effective procedures for identifying and disclosing reportable items pursuant to paragraph (e)(1) of this term and condition;

(ii) Disclose any reportable items pursuant to paragraph (e)(2) of this term and condition;

(iii) Deliver acceptable interim reports pursuant to paragraph (e)(3)(i) of this term and condition; or

(iv) Provide the information regarding subcontracts pursuant to paragraph (h)(4) of this term and condition.

(2) Such reserve or balance shall be withheld until the Grant Officer has determined that the Recipient has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by the grant.

(3) Final payment under the grant shall not be made before the Recipient delivers to the Grant Officer all disclosures of reportable items required by paragraph (e)(2) of this provision, and an acceptable final report pursuant to paragraph (e)(3)(ii) of this provision.

(4) The Grant Officer may decrease or increase the sums withheld up to the maximum authorized in paragraph (g)(1) of this term and condition. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other terms and conditions of the grant. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government rights.

(h) Subcontracts.

(1) Unless otherwise authorized or directed by the Grant Officer, the Recipient shall—

(i) Include the clause at NASA FAR Supplement (NFS) 1852.227-70, New Technology, (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work; and

(ii) Include the clause at FAR 52.227-11 (suitably modified to identify the parties) in

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any subcontract hereunder (regardless of tier) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.

(2) In the event of a refusal by a prospective subcontractor to accept such a clause the Recipient—

(i) Shall promptly submit a written notice to the Grant Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontract without the written authorization of the Grant Officer.

(3) In the case of subcontracts at any tier, the agency, subcontractor, and Recipient agree that the mutual obligations of the parties created by this term and condition constitute a contract between the subcontractor and NASA with respect to those matters covered by this grant.

(4) The Recipient shall promptly notify the Grant Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Grant Officer, the Recipient shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(5) The subcontractor will retain all rights provided for the Recipient in paragraph (h)(1)(i) or (ii) of this term and condition, whichever is included in the subcontract, and the Recipient will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(i) Preference for United States industry. Unless provided otherwise, no Recipient that receives title to any subject invention and no assignee of any such Recipient shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Administrator upon a showing by the Recipient or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(Authority: 14 CFR 1260.57)

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(End of Term and Condition)

### 1800.924 Designation of New Technology Representative and Patent Representative

(This Term and Condition shall be inserted in all grants with commercial firms other than those with small businesses, in place of the term and condition at § 1800.908, Patent Rights.)

#### DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (MON/YEAR)

(a) For purposes of administration of the term and condition of this grant entitled “New Technology,” the following named representatives are hereby designated by the Grant Officer to administer such term and condition:

Title, Office Code, Address (including zip code)  
New Technology Representative  
Patent Representative

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the term and condition, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This term and condition shall be included in any subcontract hereunder requiring a “New Technology” Term and Condition or “Patent Rights—Retention by the Contractor (Short Form)” clause, unless otherwise authorized or directed by the Grant Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305–270 of the NASA FAR Supplement.

(Authority: 14 CFR 1260.58)

(End of Term and Condition)

### 1800.925 Invention Reporting and Rights

#### INVENTION REPORTING AND RIGHTS (MON/YEAR)

(a) As used in this term and condition:

(1) The term “invention” means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) The term “made” when used in relation to any invention means the conception or first actual reduction to practice of such invention.

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(b) The Recipient shall report promptly to the grant officer each invention made in the performance of work under this grant. The report of such invention shall—

(1) Identify the inventor(s) by full name; and

(2) Include such full and complete technical information concerning the invention as is necessary to enable an understanding of the nature and operation thereof.

(c) Reporting shall be made on NASA Form 1679 Disclosure of Invention and New Technology (Including Software).

(d) The Recipient hereby grants to the Government of the United States of America, as represented by the Administrator of the National Aeronautics and Space Administration, the full rights, title, and interest in and to each such invention throughout the world.

(Authority: 14 CFR 1260.59)

(End of Term and Condition)

### 1800.926 Equipment and Other Property Under Grants With Commercial Firms

(This term and condition shall be included in grants with commercial firms that have property.)

#### EQUIPMENT AND OTHER PROPERTY UNDER GRANTS WITH COMMERCIAL FIRMS (MON/YEAR)

(a) This grant permits acquisition of special purpose equipment required for the conduct of research. Acquisition of special purpose equipment costing in excess of \$5,000 and not included in the approved proposal budget requires the prior approval of the Grant Officer unless the item is merely a different model of an item shown in the approved proposal budget.

(b) Recipients may not purchase, as a direct cost to the grant, items of general purpose equipment, examples of which include but are not limited to office equipment and furnishings, air conditioning equipment, reproduction and printing equipment, motor vehicles, and automatic data processing equipment. If the Recipient requests an exception, the Recipient shall submit a written request for Grant Officer approval, prior to purchase by the Recipient, stating why the Recipient cannot charge the general purpose equipment to indirect costs.

(c) Under no circumstances shall grant funds be used to acquire land or any interest therein, to acquire or construct facilities (as defined in 48 CFR (FAR) 45.301), or to procure passenger carrying vehicles.

(d) The Government shall have title to equipment and other personal property acquired with Government funds. Such property shall be disposed of pursuant to 48 CFR (FAR) 45.603.

(e) Title to Government furnished equipment (including equipment, title to which has been transferred to the Government prior to completion of the work) will remain with the Government.

(f) The Recipient shall establish and maintain property management standards for Government property and otherwise manage such property as set forth in 48 CFR (FAR) 45.5 and 48 CFR (NFS) 1845.5.

(g) Recipients shall submit annually a NASA Form 1018, NASA Property in the Custody of Contractors, in accordance with the instructions on the form, the provisions of 48 CFR (NFS) 1845.71 and any supplemental instructions that may be issued by NASA for the current reporting period. The original NF 1018 shall be submitted to the center Deputy Chief Financial Officer (Finance) with three copies sent concurrently to the center Industrial Property Officer. The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. Negative reports (*i.e.* no reportable property) are required. The information contained in the reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. A final report is required within 30 days after expiration of the agreement.

(h) The requirements set forth in this term and condition supersedes grant Term and Condition 1800.907, Equipment and Other Property.

(Authority: 14 CFR 1260.67)

(End of Term and Condition)

### 1800.927 Listing of reportable equipment and other property.

(This term and condition shall be included in grants with property.)

#### LISTING OF REPORTABLE EQUIPMENT AND OTHER PROPERTY (MON/YEAR)

(a) Title to federally-owned property provided to the Recipient remains vested in the Federal Government, and shall be managed in accordance with §200.312. The following items of federally-owned property are being provided to the recipient for use in performance of the work under this grant:

{List property or state "not applicable."}

(b) The following specific items of equipment acquired by the Recipient have been identified by NASA for transfer of title to the Government when no longer required for performance under this grant. This equipment will be managed in accordance with 200.313, and shall be transferred to NASA or NASA's designee in accordance with the procedures set forth at 200.313(e):

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{List property or state “not applicable.”}

(Authority: 14 CFR 1260.66)

(End of Term and Condition)

### 1800.928 Invoices and Payments Under Grants With Commercial Firms

(This term and condition shall be included in all grants with commercial firms.)

#### INVOICES AND PAYMENTS UNDER GRANTS WITH COMMERCIAL FIRMS (MON/YEAR)

(a) Invoices for payment of actual incurred costs shall be submitted by the Recipient no more frequently than on a XX basis.

(b) Invoices shall be submitted by the Recipient to the following offices:

(1) The original invoice shall be sent directly to the payment office designated on the grant cover page.

(2) Copies of the invoice shall be sent to the NASA Technical Officer and NASA Grant Officer.

(c) All invoices shall reference the grant number.

(d) The final invoice shall be marked “Final” and shall be submitted within 90 days of the expiration of the grant.

(e) The requirements set forth in this term and condition supersedes grant Term and Condition 1800.906, Financial Management.

(Authority: 14 CFR 1260.68)

(End of Term and Condition)

### 1800.929 Electronic Funds Transfer Payment Methods

(This term and condition shall be included in all grants with commercial firms.)

#### ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (MON/YEAR)

(a) Payments under this grant will be made by the Government by electronic funds transfer through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Grant Officer or other Government official, as directed.

(b) For payment through FEDLINE, the Recipient shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment

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if the institution has access to the Federal Reserve Communication System.

(3) Payee’s account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(c) For payment through ACH, the Recipient shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account (“C” for checking, “S” for savings).

(4) If the Recipient is a new enrollee to the ACH system, a “Payment Information Form,” SF 3881, must be completed before payment can be processed.

(d) In the event the Recipient, during the performance of this grant, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(e) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Recipient official authorized to provide it, as well as the Recipient’s name and grant number.

(f) Failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

(g) The requirements set forth in this term and condition supersedes grant Term and Condition 1800.906, Financial Management.

(Authority: 14 CFR 1260.69)

(End of Term and Condition)

Thus, this part gives regulatory effect to the OMB guidance and supplements the guidance as needed for the Department.

## PARTS 1801–1879 [RESERVED]